

IN THE COURT OF THE II ADDL. CIVIL JUDGE AND J.M.F.C.,
KUNDAPURA.

C.C.No. 1016/2023

No. 7167, Purse-seine Fishermen Primary
Service Co-operative Society Ltd., Kota,
Udupi Taluk, U.D.,

Representing the Purse-seine Fishermen
Swasahaya Sangha (Self Help Group),
Gangolli Kundapura Taluk, U.D.

- By Chandrashekar, 46 years

S/o Soora Mogaveera, Senior Clerk. Complainant

-Vs-

Sandesh, 30 years

S/o Annappa,

R/o Near Vinayaka Sawmill

Gangolli Village and Post,

Kundapura Taluk, U.D. Accused

**I Smt. Rohini D. II Addl. Civil Judge & J.M.F.C. Kundapura
hereby charge you the accused above named as follows:**

ACCUSATION

That the accused used to purchase raw fish on credit basis from the complainant on the co-obligation of Praveen Shetty and another Sandesh, S/o. G.T. Sheena. That the accused, the said Praveen Shetty and Sandesh, S/o G.T. Sheena entered into a Kararu Pathra dated 28-09-2015 with the complainant. That the accused has also entered into a written Kararu Pathra dated 28-09-2015 with the complainant, that Praveen Shetty also entered into a written Kararu Pathra dated 28-09-2015 with the complainant and similarly Sandesh, S/o G.T. Sheena also entered into a written Kararu Pathra dated 28-06-2015 with the complainant. That the accused, Praveen Shetty and Sandesh, S/o GT Sheena agreed to pay interest at the rate of 12% p.a from the

due dates till the repayment. That as on 01-05-2018 the accused, Praveen Shetty and Sandesh, S/o G.T. Sheena were jointly and severally liable to pay the complainant Rs. 10,39,501/- out of which Rs. 8,59,033/- being principal. i.e., the balance of the price of the fish purchased on credit basis from the complainant, that Rs. 1,80,468/- being the interest on the dues at the rate of 12% p.a. apart from Rs. 300/- being the cost and charges of the registered notices issued to the accused, Praveen Shetty and Sandesh, S/o G.T. Sheena. That towards the repayment of the same the accused has issued a cheque drawn on Syndicate Bank, Hemmady Branch, cheque bearing No. 985286 dated 02-05-2018 for Rs. 6,00,000/-, in favour of complainant. The complainant presented the said cheque for encasement through Syndicate Bank, Gangolli Branch, it was returned to the banker of accused on 18-06-2018 with an endorsement "**Funds insufficient**". The complainant issued notice dated 04-07-2018 and the notice was served you upon you on 09-07-2018, you have neither replied nor paid any portion of the dues to the complainant. You knowing fully well that your account was not having money to honor the said cheque and issued the same and thereby committed an offence punishable under section 138 of Negotiable Instruments Act.

Q. 1: Did you understand the substance of accusation read over to you?

Ans:

Q. 2: Do you plead guilty or have any defense to make?

Ans:

(Certified that the above plea is read over and explained to the accused in the language known to him in Kannada and the contents of the above plea are true and correct)

Date: 07-02-2025

II Addl. Civil Judge and J.M.F.C.,
Kundapura.